

**AMENDMENT NO. 3  
TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
ROCKWELL SQUARE CONDOMINIUMS**

THIS AMENDMENT NO. 3 TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ROCKWELL SQUARE CONDOMINIUMS (this "Amendment") is made and effective as of May 1, 2014, by the HOMEOWNERS ASSOCIATION OF ROCKWELL SQUARE, INC., a Utah nonprofit corporation (the "Association"). All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Amended and Restated Declaration (defined below).

**RECITALS**

A. That certain real property located in Salt Lake County, Utah and more particularly described on **Exhibit A** attached hereto (the "Condominium Project") is subject to that certain Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for Rockwell Square Condominiums dated January 7, 2011 and recorded January 11, 2011, as Entry No. 11114069, in Book No. 9897, on Page Nos. 4942-5027 in the official records of the Salt Lake County, Utah Recorder's Office (the "Official Records") as amended and supplemented by that Supplemental Declaration No. 1 to Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for Rockwell Square Condominiums (Exercise of Option to Withdraw Land), recorded January 11, 2011, as Entry No. 11114070, in Book No. 9897, on Page Nos. 5028-5031 of the Official Records; that certain Amendment No. 1 to Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for Rockwell Square Condominiums, recorded August 3, 2011, as Entry No. 11222809, in Book 9941, on Page Nos. 1090-1098 of the Official Records; and that certain Amendment No. 2 to Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for Rockwell Square Condominiums, recorded October 3, 2012, as Entry No. 11484496, in Book No. 10062, on Page Nos. 8241-8248 of the Official Records (all of which shall be referred to herein as the "Amended and Restated Declaration") and that certain Record of Survey Map for Rockwell Square Condominiums Amended, a Professional, Retail and Residential Utah Condominium Project, recorded on October 1, 2008, as Entry No. 10532621, in Book 2008, beginning at Page 255 of the Official Records (the "Plat").

B. Building 1, as shown on the Plat, has been constructed, and contains Retail Units 1 through 4 and Residential Units 20 through 49 (the "Building 1 Units"). The owners of the Building 1 Units are referred to herein as the "Building 1 Unit Owners". None of the other potential Units have been constructed.

C. Pursuant to Section 18.03 of the Declaration, the amendments described herein were duly placed on the agenda of a special meeting of the Owners, at which meeting the

Owners held a vote with respect to the amendment of Section 6.01 of the Declaration, as set forth herein. Following preparation of this Amendment, the Declaration was reviewed and ratified by the vote of more than 67% of the Owners, all as reflected by the minutes of the Association. The undersigned are executing this Amendment for the purposes of recording said amendment to the Declaration, as set forth herein.

NOW, THEREFORE, pursuant to the terms of the Declaration, the Declaration is hereby amended as follows:

1. Section 6.01 of the Declaration is hereby replaced and superseded by the following:

6.01 Number and Election of Directors.

During the Declaration Control Period, the Management Committee shall consist of three (3) Directors. Following the Declarant Control Period, the Management Committee shall consist of five (5) Directors, one (1) of whom shall be appointment by the majority vote of the Owners of the Retail Units, three (3) of whom shall be appointed by the majority vote of the Owners of the Residential Units, and one (1) of whom shall be a "director at large" appointed by the majority vote of all the Owners. At the first annual meeting after the expiration of the Declarant Control Period, one (1) director appointed by the Owners of the Retail Units shall be appointed for a term of two years, and two (2) directors appointed by the Owners of the Residential Units shall be appointed for a term of two years, and the remaining directors shall be appointed for a period of one year. Subject to the terms and conditions of Section 6.03 and 6.04 below, each Director subsequently elected will hold office for a term of two (2) years from the date of their election; except that a Director elected or appointed to fill a vacancy on the Management Committee shall only serve for the balance of the term of the Director replaced by his or her election or appointment.

- (a) Except as provided in this Declaration, the Articles and the Bylaws, the Management Committee may act on behalf of the Association in all instances.
- (b) With the authorization of the Owners, the Management Committee may not act on behalf of the Association to:
  - (i) Amend this Declaration;
  - (ii) Terminate the Association, this Declaration or the Condominium;
  - (iii) Elect Directors to the Management Committee; or
  - (iv) Determine the qualifications, powers, and duties, or terms of office, of Directors.

2. Effectiveness of Amendment. This Amendment shall become effective on the date (the "Effective Date") on which: (i) this Amendment has been duly executed by the Association, (ii) more than 67% of the Building 1 Owners have signed their consent ratifying the form of this Amendment, and (iii) this Amendment has been recorded in the Official Records.

3. Full Force and Effect; Defined Terms. The Declaration, as amended by this Amendment, is hereby ratified, approved and confirmed and shall remain unmodified in all other respects and in full force and effect.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment as of the date and year first above written.

Association:

HOMEOWNERS' ASSOCIATION OF  
ROCKWELL SQUARE, INC.,  
a Utah nonprofit corporation

By: Taylor Moody  
Name: TAYLOR MOODY  
Title: Rockwell Square HOA - BOARD Pres.

STATE OF UTAH            )  
                                  :SS.  
COUNTY OF SALT LAKE )

The foregoing certification was acknowledged before me this 11 day of <sup>March 2015</sup> ~~May, 2014~~, by Taylor Moody Board President of Homeowners' Association of Rockwell Square, Inc., a Utah nonprofit corporation.

[Signature]  
NOTARY PUBLIC  
Residing at: WTR

My Commission Expires: 5/3/15



**CERTIFICATION**

The undersigned, on behalf of the Management Committee of Homeowners' Association of Rockwell Square, Inc., a Utah nonprofit corporation (the "Association"), hereby certifies that the foregoing Amendment No. 3 to Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for Rockwell Square Condominiums, was duly proposed and approved by the written consent of more than 67% of the Owners of the Association.

DATED: March 18, 2015.

Karol Anderson

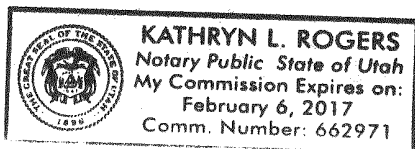
Name: Karol Anderson  
Secretary

STATE OF UTAH                    )  
  :SS.  
COUNTY OF SALT LAKE )

The foregoing certification was acknowledged before me this 18<sup>th</sup> day of <sup>MARCH 2015</sup>~~May~~, 2015, by Karol Anderson, Secretary of Homeowners' Association of Rockwell Square, Inc., a Utah nonprofit corporation.

Kathryn L. Rogers  
NOTARY PUBLIC  
Residing at: Haylorsville, Utah

My Commission Expires: 02/06/2017



**EXHIBIT A**

*[Existing Legal Description of Condominium Project]*

That certain real property located in Salt Lake County, Utah and more particularly described as follows:

BEGINNING AT A POINT ON THE SOUTH LINE OF 13800 SOUTH STREET SAID POINT BEING WEST 244.00 FEET ALONG THE CENTER LINE OF SAID 13800 SOUTH STREET AND SOUTH 40.00 FEET FROM A FOUND STREET MONUMENT AT THE INTERSECTION OF 13800 SOUTH STREET AND 300 EAST STREET SAID MONUMENT ALSO BEING USED AS THE CENTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN IN SOME SURVEYS, AND RUNNING:

THENCE SOUTH 758.00 FEET;

THENCE EAST 244.00 FEET;

THENCE SOUTH 261.00 FEET;

THENCE WEST 502.00 FEET;

THENCE NORTH 261.00 FEET;

THENCE WEST 8.50 FEET;

THENCE NORTH 246.42 FEET;

THENCE NORTHWESTERLY 31.52 FEET ALONG THE ARC OF A 49.50-FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 21°57'08" EAST AND THE CHORD BEARS NORTH 49°48'19" WEST 30.99 FEET WITH A CENTRAL ANGLE OF 36°29'05");

THENCE NORTHWESTERLY 9.18 FEET ALONG THE ARC OF A 9.00-FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 58°26'13" WEST AND THE CHORD BEARS NORTH 60°46'42" WEST 8.79 FEET WITH A CENTRAL ANGLE OF 58°25'50");

THENCE NORTH 38.58 FEET;

THENCE NORTHEASTERLY 9.18 FEET ALONG THE ARC OF A 9.00-FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 00°00'23" WEST AND THE CHORD BEARS NORTH 60°46'42" EAST 8.79 FEET WITH A CENTRAL ANGLE OF 58°25'50");

THENCE NORTHEASTERLY 34.61 FEET ALONG THE ARC OF A 49.50-FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 58°26'13" EAST AND THE CHORD BEARS NORTH 51°35'46" EAST 33.91 FEET WITH A CENTRAL ANGLE OF 40°03'57");

THENCE NORTH 00°57'29" WEST 263.39 FEET TO THE SOUTHEAST CORNER OF THE CUTLER SUBDIVISION;

THENCE NORTH 160.00 FEET ALONG THE EAST LINE OF SAID CUTLER

SUBDIVISION TO A POINT ON THE SOUTH LINE OF SAID 13800 SOUTH STREET;

THENCE EAST 268.00 FEET ALONG THE SOUTH LINE OF SAID 13800 SOUTH STREET TO THE POINT OF BEGINNING.

CONTAINS 7.69 ACRES

**EXHIBIT E**

*Units, Square Footages, and Allocated Interests*

Floor	Unit No.	Square Footage	Number of Votes	Allocated Interest
First Floor (Retail)	1	1,973	297	2.97%
	2	2,006	302	3.02%
	3	2,003	302	3.02%
	4	1,977	298	2.98%
Second Floor (Residential)	20	2,125	320	3.20%
	21	2,027	305	3.05%
	22	1,919	289	2.89%
	23	1,759	265	2.65%
	24	2,285	344	3.44%
	25	1,544	232	2.32%
	26	1,919	289	2.89%
	27	1,759	265	2.65%
	28	2,125	320	3.20%
	29	2,027	305	3.05%
Third Floor (Residential)	30	2,125	320	3.20%
	31	2,027	305	3.05%
	32	1,919	289	2.89%
	33	1,759	265	2.65%
	34	2,285	344	3.44%
	35	1,544	232	2.32%
	36	1,919	289	2.89%
	37	1,759	265	2.65%
	38	2,125	320	3.20%
	39	2,027	305	3.05%
Fourth Floor (Residential)	40	2,125	320	3.20%
	41	2,027	305	3.05%
	42	1,919	289	2.89%
	43	1,759	265	2.65%
	44	2,285	344	3.44%
	45	1,544	232	2.32%
	46	1,919	289	2.89%
	47	1,759	265	2.65%
	48	2,125	320	3.20%
49	2,027	305	3.05%	
<b>TOTALS</b>		<b>66,426</b>	<b>10,000</b>	<b>100.00%</b>